

This Contract may not be assigned in whole or in part by Seller without the prior written consent of Buyer, provided, however, that such consent may not be unreasonably withheld. Buyer may assign all or a portion of its rights hereunder. Any assignment will not relieve the assignor from any of its obligations created hereunder; and any assignee shall become liable for all the terms and conditions of this Contract as if such party was signatory to the Contract.

All the provisions of this Contract shall inure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.

## ARTICLE 15 - REPRESENTATIONS AND WARRANTIES

### Section 15.01

**Representations, Warranties and Covenants of Seller.** Seller hereby represents, warrants and covenants to and with Buyer as follows:

- (a) **Power and Authority.** Seller is a \_\_\_\_\_ duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_ and has the power to own, operate and lease its properties and carry on its business as now being conducted and to execute, deliver and perform this Contract.
- (b) **Authorization; Binding Effect.** This Contract and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary Corporate action on the part of Seller and constitutes the legal, valid and binding obligations of Seller enforceable in accordance with its terms.
- (c) **Compliance With Laws.** During the term of this Contract, Seller shall comply in all respects with all laws (including, but not limited to, regulations, rules, codes and ordinances), whether federal, state, local or otherwise, applicable to the production of Market Hogs, the construction, operation and maintenance of the Designated Production Facilities, and the performance of Seller's obligations hereunder, such laws to include, without limitation, those relating to protection of the environment, waste management, health or safety of persons, construction and site location of the Designated Production Facilities, and livestock production.
- (d) **Compliance With Specifications.** All Market Hogs shall meet the specifications referred to or set forth in Section 4.01, including, but not limited to, the specifications set forth on Exhibit A.
- (e) **Ownership of Production Units.** During the term of this Contract, Seller shall not sell, abandon or otherwise dispose of any of the Designated Production Facilities,